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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN FRANCISCO DIVISION**

12 KYTCH, INC.,

13 Plaintiff,

14 v.

15 MCDONALD'S,

16 Defendants.
17

CASE No. 23-CV-01998-TSH

**NOTICE OF OBJECTION TO
DISMISSAL IN LIGHT OF
ATTORNEYS' LIEN**

1 PLEASE TAKE NOTICE THAT the undersigned, Clare Locke LLP, through its attorney
2 Jered T. Ede, objects to any dismissal of this matter in light of Clare Locke's pending and unsatisfied
3 attorneys' lien.

4 Clare Locke previously represented the plaintiff, Kytch, Inc., in this matter. In November
5 2020 when Clare Locke contracted with Kytch to represent it, Clare Locke acquired a lien pursuant
6 to Virginia Code § 54.1-3932 on Kytch's causes of action. Clare Locke subsequently withdrew as
7 counsel to Kytch. On November 24, 2023, Clare Locke gave written notice of its attorneys' liens
8 to Kytch, opposing counsel, and the relevant clerks of court, including the clerk of court in Alameda
9 County. *See* Exhibits A–D. Thus, “any settlement” that the parties may purport to reach in any of
10 the Kytch matters “is void against the lien[s]” that Clare Locke maintains. Va. Code § 54.1-3932.
11 Additionally, this Court cannot approve a settlement or dismiss the case in the face of Clare Locke's
12 lien. *See Epstein v. Abrams*, 67 Cal. Rptr. 2d 555, 561 (Cal. Ct. App. 1997).

13 Nonetheless, Clare Locke has recently learned that the parties to this case may have
14 purported to reach a settlement, and that on March 15, 2024, this Court entered a Stipulation To
15 Stay Action and Order (Dkt. 53) whereby the parties advised, “on March 14, 2024, the parties
16 tentatively reached an agreement for settlement of both the Alameda Litigation and the N.D. Cal.
17 Litigation, which they are working to finalize” and sought the Court's consent (which the Court
18 granted) to stay the action “to allow the Parties to finalize and execute the settlement agreement.”
19 *Id.* at 2.

20 Clare Locke was not consulted about any settlement, and its attorneys' liens have not been
21 addressed or satisfied. Unless and until Clare Locke's attorneys' liens have been satisfied, “[t]he
22 settlement proceeds will thus be tied up until everyone involved can agree” on how to resolve the
23 lien or until the issue is decided in “an independent action for declaratory relief.”
24 *Carroll v. Interstate Brands Corp.*, 121 Cal. Rptr. 2d 532, 535 (Cal. Ct. App. 2002) (alteration in
25 original). Clare Locke has instituted that independent action in accordance with the dispute
26 resolution provision specified in its agreement with Kytch.

1 Clare Locke respectfully requests that the Court deny any request for dismissal or other
2 settlement approval from any party until Clare Locke's attorneys' liens have been resolved; that the
3 Court provide notice and an opportunity for Clare Locke to be heard in connection with any such
4 request; and for all other just and appropriate relief. Clare Locke reserves the right to file a motion
5 or other appropriate process in connection with its objection and attorneys' lien.

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7 Dated: March 25, 2024

Respectfully Submitted,

CLARE LOCKE LLP

By: /s/ Jered T. Ede
Jered T. Ede SBN 273440

Attorney for Clare Locke LLP

CERTIFICATE OF SERVICE

I hereby certify that, on March 25, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send a notification of such filing the following: MOTION TO WITHDRAW AS COUNSEL.

By: /s/ Jered T. Ede
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